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Collective Bargaining Agreements

8-10-1964

First National Store, Inc. and New England Council of Meat Cutters, Butchers, Food Store and Allied Workers

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First National Store, Inc. and New England Council of Meat Cutters, Butchers, Food Store and Allied Workers

Location

New England

Effective Date

8-10-1964

Expiration Date

11-12-1966

Number of Workers

12000

Employer

First National Stores Inc.

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

2, 33, 314, 328, 371, 385, 594

NAICS

44

Sector

P

Item ID

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FEB 4 1965

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Agmt. # 6706

AGREEMENT WITH
FIRST NATIONAL STORES INC.

and

LOCAL UNIONS

2 328

33 371

314 385

592

CHARTERED BY

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN

of

NORTH AMERICA

AFL - CIO

AFFILIATED WITH

THE NEW ENGLAND COUNCIL OF MEAT CUTTERS, BUTCHERS, FOOD STORE
AND ALLIED WORKERS

Execution Date - December 10, 1964

Expiration Date - November 12, 1966

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AGREEMENT

Section 1

Entered into as of this 10th day of August 1964 by and between First National Stores Inc. , hereinafter referred to as the "Company" and Local Unions 2, 33, 314, 328, 371, 385, and 592, chartered by the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the AFL-CIO, hereinafter referred to as the "Union", for and on behalf of its members now employed and those who hereinafter may be employed by the Company.

Section 2

7/14 This Agreement shall be binding upon the Company herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form 3/3 of business organization, or ownership. 35/1

ARTICLE I
RECOGNITION

Section 1

It is agreed that each Local Union is respectively the duly authorized representative of all the store employees of the Company, as defined herein in Appendix A below the number of each respective Local Union. Appendix A is attached hereto and is made a part of this Agreement.

Section 2

The Company recognizes and acknowledges the Union as the sole collective bargaining agency and representative of all store employees in the above designated areas (except as provided for in APPENDIX B attached hereto), excluding supervisors, superintendents, stocktakers, janitors, parking lot attendants, and bakery department employees in stores where bakeries are operated on the premises and now covered by other union contracts, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Persons included in the bargaining unit as herein defined are hereinafter referred to as Employees. Unless the context otherwise requires, when reference is made to Employees in this Agreement the singular number shall include the plural and the masculine gender shall include the feminine. An accredited official of the respective Local Union will constitute the Union representative in all negotiations between the Company and the Union.

ARTICLE II
MANAGEMENT

Section 1

All matters having to do with the management of the business of the Company, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to hire, promote, and for proper cause to transfer, suspend, or discharge, are the proper prerogatives of the Company, provided, however, that such actions are taken in accordance with the terms and provisions of this Agreement.

Section 2

The Company agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

ARTICLE III
UNION SHOP

Section 1

The Company may secure new employees from any source. When new employees are to be hired in the Company's Stores, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants.

Section 2

(a) All present employees who are members of the Union on the execution date of this Agreement shall remain members of the Union in good standing as a condition of employment.

(b) All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first day following the beginning of their employment or on and after the thirty-first day following the execution date of this Agreement, whichever is the later.

ARTICLE III (Continued)

Union Shop (continued)

Section 3

The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the initiation fee, periodic dues, and assessments uniformly required for membership by the Constitution of the International Union and the By-laws of the Local Union.

Section 4

In the event that any employee fails to comply with Section 2 provided for in this Article, or fails to tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the Company in writing requesting the dismissal of such employee. The said employee shall be discharged by the Company within seven (7) days of receipt of said notice, provided that such discharge shall be permitted by law.

ARTICLE IV

CHECK-OFF

Section 1

The Company agrees to deduct monthly Union dues, including arrears, from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deduction.

Section 2

(a) Current monthly dues will be deducted on the first Saturday of each month and will be remitted with the check-off list to the respective local union no later than Tuesday following the third Saturday of the month.

(b) Dues in arrears will be deducted following the receipt by the Company of a list of arrearages from the respective Union Local.

ARTICLE IV (Continued)

Check-off (continued)

Section 3

The Company shall send to each respective Union Local a copy of the employee's authorization card within fourteen (14) days of the date of hire or rehire.

ARTICLE V

NO STRIKES, NO LOCKOUTS, PICKET LINE

Section 1

It is mutually agreed by the parties to this Agreement that there shall be no strike or stoppage of work by the Union, nor shall there be any lock-out by the Company during the life of this Agreement, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the difference then the matter shall be referred to Arbitration, as provided for in this Agreement.

Section 2

In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walk-out or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

Section 3

The Company agrees that it will not hold the Union or its International or Local officers or officials liable or responsible for any unlawful or illegal acts of its individual members in causing or participating in unauthorized strikes, slowdowns, walkouts or stoppages of work provided that :

- (a) The Union and such officers or officials take every reasonable, prompt, and positive measure, within their power, to prevent and stop such unauthorized strike, slowdown, walkout, or stoppage of work.

ARTICLE V (Continued)

No Strikes, No Lockouts, Picket Line (continued)

Section 3 (continued)

- (b) The Union shall promptly declare publicly in the community or communities that the strike or stoppage is unauthorized and that the employees have been directed to terminate the strike or stoppage;
- (c) The Union and such officers or officials shall furnish to the Company, as soon as may be satisfactory, evidence that the foregoing requirements have been complied with.

Section 4

It is further mutually agreed that the Company shall have the unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding, or abetting any such unauthorized strike, slow-down, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established in this Agreement.

Section 5

It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Company, other than the Union or its locals which are parties hereto, which strike is legal and is sanctioned by the International body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

ARTICLE VI

VACATIONS

The current vacation Article which was effective February 12, 1962 and amended in 1963 shall remain in full force and effect until December 31, 1964. The following vacation program becomes effective January 1, 1965.

Section 1

- (a) The regular vacation season for employees who are eligible shall be from April 1 to December 31, in any one year.
- (b) The regular vacation schedule shall be posted by March 15.
- (c) Selection of vacation periods shall be in the following order:

Grocery Department

- 1. Managers
- 2. Full Time Employees by Seniority
- 3. Part Time Employees by Seniority

Meat Department

- 1. Managers
- 2. Full Time Employees by Seniority
- 3. Part Time Employees by Seniority

- (d) The vacation period shall be a consecutive period unless otherwise requested by the employee, except as provided in Section 2, hereof under "Four Weeks Vacation", Paragraph (i).
- (e) If a holiday observed by the Company falls within a full-time employee's vacation period, the employee shall be entitled to an additional day of vacation which shall be added directly before the employee's vacation period.
- (f) When a holiday observed by the Company falls within a part-time employee's paid vacation period, the employee shall be entitled to an additional four (4) hours pay for the holiday.

Section 2 - Eligibility Covering Full-time Employees

- (a) Any employee who has completed one year of continuous service with the Company shall be eligible for one week vacation as of his anniversary date.

ARTICLE VI (Continued)

Vacations (continued)

Section 2 - Eligibility Covering Full-time Employees (continued)

- (b) Any employee who has completed one year of continuous service with the Company as of January 1, shall be eligible for one week vacation as of January 1.
- (c) Any employee who has completed two years of continuous service with the Company between January 1 and January 1, shall be eligible for a second week of vacation as of his anniversary date.
- (d) Any employee who has completed two years of continuous service with the Company as of January 1 shall be eligible for two weeks vacation as of January 1.
- (e) Any employee who has completed eight years of continuous full-time service with the Company between January 1 and January 1, shall be eligible for a third week of vacation as of his anniversary date.
- (f) Any employee who has completed eight years of continuous full-time service with the Company as of January 1, shall be eligible for three weeks vacation as of January 1.
- (g) Any employee who has completed fifteen years of continuous full-time service with the Company between January 1 and January 1, shall be eligible for a fourth week of vacation as of his anniversary date.
- (h) Any employee who has completed fifteen years of continuous full-time service with the Company as of January 1, shall be eligible for four weeks vacation as of January 1.
- (i) It is understood that a vacation of four weeks shall not be comprised of four consecutive weeks, but shall be separated into three and one or two and two week combinations.

ARTICLE VI (Continued)

Vacations (continued)

Section 3 - Eligibility Covering Part-time Employees

- (a) The eligibility date for part-time employees shall at no time be prior to April 1.
- (b) Part-time employees who have completed one year of continuous service with the Company between April 1 and October 31 shall be eligible for a one week vacation with pay as of their anniversary date.
- (c) Part-time employees who have completed one year of continuous service with the Company as of April 1 shall be eligible for a one week vacation with pay as of April 1.
- (d) Part-time employees who have completed two years of continuous service with the Company between April 1 and October 31 shall be eligible for a second week vacation with pay as of their anniversary date.
- (e) Part-time employees who have completed two years of continuous service with the Company as of April 1 shall be eligible for two weeks vacation with pay as of April 1.
- (f) Part-time employees who have completed eight years of continuous service with the Company between April 1 and October 31 shall be eligible for a third week vacation with pay as of their anniversary date.
- (g) Part-time employees who have completed eight years of continuous service with the Company as of April 1 shall be eligible for three weeks vacation with pay as of April 1.
- (h) Part-time employees who have completed fifteen years of continuous service with the Company between April 1 and October 31 shall be eligible for a fourth week vacation with pay as of their anniversary date.

ARTICLE VI (Continued)

Vacations (continued)

Section 3 - Eligibility Covering Part-time Employees (continued)

- (i) Part-time employees who have completed fifteen years of continuous service with the Company as of April 1 shall be eligible for four weeks vacation with pay as of April 1.
- (j) Vacations for eligible part-time employees shall be paid on the basis of their average hours worked for the year directly prior to their eligibility date times their current hourly rate of pay, (weeks not worked while employees were on vacation and holiday weeks not worked in the year directly prior to the employees' eligibility date, shall not be counted as weeks worked in figuring the employee's average hours worked).

Section 4

- (a) A full-time employee who is voluntarily or involuntarily reduced to part-time work shall be eligible for a vacation in the current year according to the classification and rate of pay at the time he became eligible for a full-time vacation.
- (b) A part-time employee who is promoted to regular full-time employment prior to becoming eligible for a part-time vacation shall, when he meets the eligibility requirements in accordance with the provisions of this Article covering full-time employees, receive in the current year a vacation as a regular full-time employee if he averages 30 hours or more for the year directly prior to his eligibility date. If he averages less than 30 hours, he shall receive a pro-rata full-time vacation for average hours worked times his current rate of pay.

ARTICLE VI (Continued)

Vacations (continued)

Section 5 - Vacations are not Cumulative

It is understood that vacations are not cumulative from year to year.

Section 6 - Payment

- (a) Vacations for an eligible regular full-time employee shall be paid for at the employee's current rate of pay for a regular work week.
- (b) Any employee who has become eligible for a vacation but whose employment terminates before going on vacation shall receive his vacation pay.
- (c) Any employee whose employment terminates prior to his yearly eligibility date shall not be entitled to either a vacation or vacation pay.
- (d) Any employee who has become eligible for a vacation shall receive payment for his vacation at least one week prior to his scheduled vacation date.

Section 7 - Returned Servicemen

Full-time employees and part-time employees returning from military service shall be eligible for a vacation in accordance with this Article, Section 2 and 3 respectively.

ARTICLE VII

HOLIDAYS

The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall, for all full-time employees; provided, however, that in order to be paid for the holiday, a full-time employee must work 32 hours (Managers, 35 hours) in the holiday week or his scheduled working day before and after a holiday except for absence due to death in family in accordance with Article XIV of this Agreement. If an employee is injured on the job in a holiday week and is absent his scheduled workday before or after the holiday or both because of said injury he shall not suffer the loss of the holiday pay for that week only in which said injury occurs.

ARTICLE VII (Continued)

Holidays (continued)

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Section 1

Major Holidays

Other Holiday Provisions

Locals 2 and 592:

10

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

*April 19, *October 12, and
*November 11 will be observed
as full holidays.

Local 33:

4010

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Except for stores located in
New York, *October 12 and
*November 11 will be observed
as full holidays. April 19
shall constitute a holiday if so
observed by major competition.

Local 314:

10

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

*Fast Day, *October 12,
*November 11, will be
observed as full holidays.

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Local 328:
(Rhode Island
only)

9

New Year's Day
Memorial Day
Independence Day
V-J Day
Labor Day
Columbus Day
November 11
Thanksgiving Day
Christmas Day

Local 328:
(Connecticut
only)

7

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Any local holiday which is
observed by major compe-
tition will also be observed
by the Company.

Local 328:
(Massachusetts
only)

94

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

April 19 and V-J Day shall
be observed as holidays if so
observed by major competition
*October 12 and *November 11
will be observed as full
holidays.

Local 371:

7

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Any local holiday which is
observed by major compe-
tition will also be observed
by the Company

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ARTICLE VII (Continued)

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8

Holidays (continued)

Section 1 (continued) Major Holidays

Other Holiday Provisions

Local 385: New Year's Day
Washington's Birthday-see note below
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

October 12 shall constitute a holiday if so observed by major competition

Note: The option to work 40 hours, 5 days, as set forth in Article XXIX, Section 1, A (2) does not apply in the week in which this holiday occurs. However, in this week, if the employee works beyond thirty-two (32) hours he will receive time and one-half for such hours worked. Hours worked on this holiday shall not be included as hours worked toward figuring weekly overtime. 49

Section 2

No employee shall be required to work beyond 6:00 p. m. on the eves of Christmas and New Year's Day.

Section 3

When the Company opens any of its stores on a holiday, the full-time employees of said stores, who are not scheduled to work on the holiday, and are called in to work, must be scheduled a minimum of four (4) consecutive hours at the holiday rate of pay.

Section 4

(a) Part-time employees shall receive four hours pay for any of the above-listed holidays, provided they have been continuously employed by the Company for six (6) months or more, and perform work during the week in which the holiday occurs.

(b) Part-time employees, if scheduled to work, shall not be employed for less than twelve (12) hours within a holiday week. These hours shall be worked between 7:00 A. M. and 6:00 P. M. except for three (3) hours which may be scheduled back from 9:00 P. M.

Section 5

A part-time employee working temporarily full-time for four (4) consecutive weeks directly prior to a holiday week shall be treated as a full-time employee in the holiday week.

ARTICLE VII (Continued)

Holidays (continued)

Section 6

An employee who is temporarily transferred across the border of a state in a holiday week shall receive holidays according to the holiday provision of the state from which he was transferred and not the holidays of the state to which he is transferred.

Section 7

The Company agrees that, it will instruct Supervision and Managers in writing to arrange the work schedule for Election Days so that all employees shall have an opportunity to vote.

Section 8

Holiday Arrangement in Maine for April 19 and November 11.

1. Where Stores are Closed

A full-time employee will work four (4) days and receive five (5) days pay. He will not be given the opportunity to work the fifth day. However, if he is required to work the fifth day, he will receive time and one-half for all hours worked beyond thirty-two (32) hours.

2. Where Stores are Open

(a) The employee, who is required to work on the holidays of April 19 and/or November 11, will receive time and one-half for all hours worked on that day.

Example: A full-time employee works forty (40) hours, of which eight (8) hours are worked on the holiday. Such employee's pay, therefore, will be based on thirty-two (32) hours straight time and eight (8) hours time and one-half or a total of forty-four (44) hours at straight time.

(b) Employees, whose regular day off occurs on the holiday will work five (5) days, forty (40) hours and will be paid for five (5) days, forty (40) hours just as if it were a regular week.

3. NOTE: Part-time employees who have been continuously employed by the Company for six (6) months or more and perform work during the week in which the holiday occurs and where the holiday is observed, will receive four (4) hours pay. Where the holiday is not observed, part-time employees will be scheduled for and paid for hours worked just as in a regular week.

ARTICLE VIII

LEAVE OF ABSENCE

Section 1

(a) Employees, when called upon to serve as Officers or Delegates of the Union, shall be granted a leave of absence and upon termination of said office with the Union shall, upon request, be restored within fifteen (15) days from the date of the request to their positions, or substantially equivalent positions, at their former rate of pay plus any increases granted for such positions during their absence. It is understood and agreed that such employees who desire to return to employment must apply to the Company in writing and return to active employment within three (3) months of the termination of such office with the Union.

(b) It is agreed that employees referred to in the preceding paragraph who were covered under the Accident and Health and Group Life Insurance Programs at the time they were granted a leave of absence shall continue to be covered by said insurance while serving as an Officer or Delegate of the Union subject, however, to the provisions and terms of the Insurance Contracts covering the employees covered by this Agreement and the insurance shall be terminated upon termination of said office with the Union in accordance with the provisions of Section 1 (a) above and in accordance with the provisions and terms of the Insurance Contracts.

Section 2

An authorized leave of absence shall not break an employee's service record.

Section 3

A. Pregnancy Leaves for Full-time Female Employees:

1. A six (6) months pregnancy leave of absence, without pay, requested in writing on a Leave of Absence form will be automatically granted to any female employee with one (1) year or more of continuous full-time service.

ARTICLE VIII (Continued)

Leave of Absence (continued)

Section 3 (continued)

2. An employee on a pregnancy leave of absence may return to work prior to the expiration of the leave only if she submits satisfactory proof from her physician that she is physically capable of returning to work.
3. An employee on a pregnancy leave will be automatically terminated if:
 - a. She does not return at the end of her six (6) months leave of absence.
 - b. She works for another employer while on leave without express permission, in writing, from the Company, to be so employed.
4. An extension of a pregnancy leave, not to exceed three (3) months, will be granted upon request in writing if physical complications develop during or after birth.

B. Other Leaves of Absence for Full-time Employees:

1. A leave of absence without pay, not to exceed six (6) months, may be granted to any employee with one (1) year or more of continuous full-time service, provided however, that:
 - a. It is a reasonable request
 - b. It is consistent with good morale and efficient operations.
 - c. It is requested in writing and approved by the Company in writing on a Leave of Absence form provided for this purpose.
2. An employee on an approved leave of absence will be automatically terminated if:
 - a. He does not return to work when the leave of absence expires.
 - b. He works elsewhere while on leave without express permission, in writing, from the Company, to be so employed.

ARTICLE VIII (Continued)

Leave of Absence (continued)

Section 3 (continued)

- C. An employee on an authorized leave of absence, who is covered by any or all of the Company's Insurance Programs (Accident and Health Insurance, Group Life Insurance, and Pension Plan) will continue to be covered by said programs, as at present, while on leave and in accordance with the terms and conditions of the Insurance Contracts and Pension Plan.
- D. The foregoing rules and regulations do not change in any way the present leave of absence arrangement in effect, covering employees in Military Service and employees serving the Union as set forth in the current Labor Agreement.
- E. Leave of Absence forms as mentioned under this Article shall be obtained from the Superintendent upon request.
- F. Persons on leave of absence will be so marked on payroll for duration of the leave of absence.
- G. Leaves of Absence for Part-time Employees:

Part-time employees may be granted a leave of absence if they have completed one (1) year or more of continuous service.

This leave of absence shall be without pay, shall not exceed three (3) months (six (6) months for pregnancy) duration and shall be subject to the same prerequisites, except for B, 2, b, above, as described herein, applicable to leaves of absence for full-time employees.

ARTICLE IX

SHORTAGES

Section 1

Any employee who is charged with a shortage shall be entitled to a hearing in the presence of the Union representative of the Local Union and a store supervisor or superintendent. In the event a shortage is found to exist, the Company will take into consideration the employee's past work record before taking any disciplinary action.

ARTICLE IX (Continued)

Shortages (continued)

Section 2

In the event of an alleged shortage, the Union may examine copies of store transactions for the purpose of checking the figures.

ARTICLE X

WEARING APPAREL AND TOOLS

The Company agrees to furnish and launder without cost to the employees any special wearing apparel that it may require the employee to wear, such as coats, aprons, smocks, and mesh aprons for Cutters. Employees who are required to work outside in foul weather conditions or in freezers will be furnished with protective outer clothing. The Company further agrees to provide one mesh apron for each meat department and to furnish all tools without cost to the employee.

ARTICLE XI

EMPLOYEES' VEHICLES

No employee's personally owned vehicle shall be used to conduct Company business.

ARTICLE XII

HEALTH AND ACCIDENT INSURANCE

It is agreed between the Union and the Company that the plan, covering Accidental Death and Dismemberment Insurance, Weekly Sickness and Accident Insurance, Hospital Expense Insurance and Surgical Operation Insurance currently in effect for the employee and his dependents and as amended in 1962 shall remain in effect during the life of this Agreement subject to the provisions and terms of the insurance contract. The Arbitration Article of this Agreement, Article XXVIII, shall not apply in any way to this provision.

ARTICLE XIII

PAID SICK LEAVE

(FOR REGULAR FULL TIME EMPLOYEES ONLY)

Section 1

Regular full time employees with six months or more of continuous full time service shall be eligible to receive paid sick leave (computed on basic pay only) in accordance with the following schedule:

Four (4) days - not accumulative between 8/10/64 and 8/10/65

Four (4) days - not accumulative between 8/10/65 and 8/10/66

One (1) day - not accumulative between 8/10/66 and 11/12/66

Section 2

The day directly before and directly following a holiday shall not be considered as paid sick leave days.

ARTICLE XIV

DEATH IN FAMILY

In the event of a death in the immediate family of any employee, full-time employees shall be granted three (3) scheduled working days leave without loss in basic pay. Part-time employees shall be granted three (3) days leave without loss in pay only according to the hours they are regularly scheduled to work during this period. For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home. The date of notification of death for those employees who are on the job shall not be counted as one of the three (3) days funeral leave. In the event of a death of a grandparent or grandchild of an employee, full or part-time, the employee shall receive one day leave without loss in basic pay to attend the funeral.

ARTICLE XV

INJURIES

Section 1

In cases where injuries are sustained on the job, and where the employee, full or part-time, is unable to work his scheduled hours because of said injury, such an employee shall not suffer any loss in pay for a maximum of five (5) working days within a period of ten (10) working days commencing the scheduled working day after the injury occurs except in the case of a post-injury infection when the five working days within ten working days shall commence the working day after the occurrence of the post-injury infection.

Section 2

Work time lost on the day of the injury is to be compensated for but is not to be included as part of the five working days.

Section 3

No more than a total of five (5) working days shall be allowed for any one injury.

ARTICLE XVI

BULLETIN BOARDS

The Company will install a bulletin board in all of its stores for both Company and Union notices.

ARTICLE XVII

TRANSFERS

Section 1 - Permanent Transfers

When full time employees are permanently transferred, the Company will notify the Union, in writing, seven (7) days in advance of such transfer. A transfer so indicated as permanent, however, but not lasting for thirty (30) days in the event of a new store opening and for sixty (60) days otherwise shall be considered temporary and the provisions of either Sections 2 or 3 below will apply retroactively.

3/2/33
32/05
72/2
34/35
82, 06

ARTICLE XVII (continued)

Transfers (continued)

Section 2- Temporary Transfers exclusive of New Store Openings

- (a) When an employee uses the public transportation system to travel to a store to which he has been temporarily transferred, any additional fare he is required to pay above what he normally pays will be paid to him as expense money and shall not be included in his regular pay.
- (b) If any employee uses his own car and is temporarily transferred to a store, such employee shall be paid, as an expense, eight (8) cents per mile for any additional miles he has to travel beyond the miles he normally travels.

Section 3 - Temporary Transfers - New Store Openings

- (a) The same provisions as indicated in Section 2 above will obtain plus the following: When an employee is temporarily assigned to work in a new store opening and is required to travel additional distances to a new store opening, the additional time required shall be computed in this manner -
 - 1. The total additional time it takes to travel shall be scheduled within and as part of the employee's regularly scheduled forty (40) hour work week.
 - 2. If the combined working hours and this additional travel time in any one week exceed the employee's regularly scheduled forty (40) hour work week, the employee will be paid at the overtime rate provided for in this Agreement.

Section 4

When an employee is transferred the Company will inform him as to whether he is being transferred temporarily or permanently.

Section 5

The Company will not make unreasonable transfers.

ARTICLE XVII (Continued)

Section 3 - Temporary Transfers - New Store Openings (continued)

Section 6

If, in the opinion of the Company, a temporary transfer is required resulting in overnight lodging and meals, such employees shall be reimbursed for reasonable expenses incurred.

ARTICLE XVIII

SHOP CARDS

A Shop Card of the Union shall be displayed in a prominent place in all of the Company's stores and this Shop Card shall, at all times, remain the property of the Union.

ARTICLE XIX

REST PERIODS

Section 1

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen minute relief periods with pay.

Section 2

Any employee scheduled for less than seven (7) hours of work shall receive one (1) fifteen minute relief period with pay.

Section 3

Relief periods will be given as near to the middle of the forenoon/afternoon/evening work period as possible.

ARTICLE XX

JURY DUTY

A full-time employee who is called to serve on Jury Duty shall receive pay for actual hours worked for the Company. If this pay together with his Jury Duty pay does not equal his regular five day weekly rate of pay, the Company will make up the difference. The employee shall not be required to work the sixth day if he serves on jury duty and/or works five (5) days or more in a regular week and he shall not be required to work the fifth day if he serves on jury duty and/or works four (4) days or more in a holiday week.

ARTICLE XXI

VISITING STORES

A duly authorized representative of the Union may visit the stores during store or employee working hours for the purpose of conducting Union business, but in so doing shall not interfere with the Company's operations.

ARTICLE XXII

NO INDIVIDUAL AGREEMENTS

Section 1

The Company shall not enter into any individual agreement with any employee covered by this Agreement in conflict with this Agreement.

Section 2

It is mutually agreed that no member of the Union covered herein shall have the right to waive or modify any of the terms of this Agreement.

ARTICLE XXIII

MILITARY BENEFITS

Section 1

Any employee who serves in the National Guard or in National Reserve Training in any branch of the Armed Service shall be granted a leave of absence in accordance with the following provisions:

All members of the National Guard or other National Reserve Training in our employ who present an authorized letter from their Company Commanders shall be allowed a leave of absence which coincides with the two week encampment period. Furthermore, such employees who are eligible for vacation, have the option of arranging their vacation time to coincide with the encampment period, or of taking a leave of absence without pay for the encampment and then arranging with the Company Supervision to take their vacation at another time. Some employees will have orders to report a few days early to set up camp. This extra time should be allowed upon the presentation of these orders to Company Supervision.

ARTICLE XXIII (Continued)

Military Benefits (continued)

Section 2

Regular full-time employees with six (6) months service or over who leave the Company's employ to join the armed forces of the United States for a period of not less than two (2) years and as defined in the Selective Service Act of 1948 as amended shall receive two (2) weeks pay at their prevailing rate of pay for a regular work week at the time of their induction into said services. Part-time employees with six (6) months service or over who have averaged at least thirty (30) hours per week for the six months directly prior to leaving the Company's employ to join said services for a period of not less than two (2) years shall receive one (1) weeks pay at their current part-time hourly rate of pay times their average hours worked for the six months period, at the time of their induction into said services. The aforementioned payments will be paid no more than once to any employee. The Company reserves the right to terminate the aforesaid military payments if in its opinion the present world conditions or circumstances requiring the drafting of men for Military Services changes substantially. However, this will not be done without first discussing it with the Union.

Section 3

The Company agrees to reinstate, by the second Monday following his application for reinstatement, any former employee who has reemployment rights under the law, who provides sufficient evidence of such to the Company when he applies for reinstatement, and who has applied for reinstatement within the legally required period of time after his date of discharge.

Section 4

Any employee who is called upon during working hours to take a physical examination for entry into the Armed Forces may have this examination without loss of pay.

ARTICLE XXIII (Continued)

Military Benefits (continued)

Section 5

If this Company is sold to any other group or company, the rights of employees out on Military Leave will not be affected.

Section 6

Employees who are reinstated to employment after serving in military service shall receive their former job classification and rate of pay plus any general increases applied to their former rate of pay since they entered military service. Step-rate increases shall be applied only up to and including six months' continuous service on the rate of pay of full-time and part-time clerks, checkers, and wrappers who are reinstated to employment after serving in military service. Time spent in military service by apprentice meat cutters shall not be credited as time worked for purposes of accruing service on the progression scale.

ARTICLE XXIV

SENIORITY

Section 1 - Layoffs

- A. The principle of seniority shall apply in all layoffs due to lack of work covering all "Employees" in a mutually agreed upon geographical area in accordance with the following provisions.
- B. Employees employed less than thirty (30) days shall have no seniority rights.
- C. In the process of a layoff within the job classification of meat department managers due to closed-out stores, meat department managers shall not exercise their seniority over one another. However, a meat department manager of a closed-out store regardless of his length of service shall have the right to displace the junior head meat cutter, or the junior breakdown cutter, (Hartford Division), or the junior meat cutter or the junior fish cutter or the junior delicatessen man.

ARTICLE XXIV (Continued)

Seniority (continued)

Section 1 - Layoffs (continued)

- D. In the process of a layoff within the job classification of grocery department manager due to closed-out stores, grocery department managers shall not exercise their seniority over one another. However, a grocery department manager of a closed-out store regardless of his length of service shall have the right to displace the junior head grocery clerk.
- E. In layoffs due to lack of work the full-time employee, within 7 his classification and within a mutually agreed upon geographical area, shall have the right to displace the junior employee (based on total company seniority as defined in F of this section) within said classification and within said area.
- F. In the application of seniority in layoffs, displacements, or recall, the date determining an employee's seniority date shall be equal to the date the employee was either employed for, or appointed to, full-time work with the Company.
- G. In the process of a layoff (except C and D of this section) the junior employee in any job classification and within a mutually agreed upon geographical area, shall have the right to exercise his seniority through any lower job classification starting with the next lower job classification in accordance with and in order of the classifications listed below:

ARTICLE XXIV (Continued)

Seniority (continued)

Section 1 - Layoffs (continued)

G. (continued)

Grocery Department

1. Male

Manager
Head Clerk
Assistant Head Clerk
Full-time Male Clerk
Part-time Male Clerk

2. Female

Cashier
Full-time Checker
Part-time Checker

Meat Department

1. Male

Manager
Head Meat Cutter
Breakdown Cutter (Hartford Division)
Meat Cutter
Fish Cutter
Deli Man
Full-time Clerk Meat and
Part-time Clerk Produce
Part-time Meat Cutter
Part-time Experienced Counter Salesman

2. Female

Full-time Wrapper
Part-time Wrapper

3. Produce Department

Head Produce Man
Assistant Head Clerk in Produce
Full-time Male Clerk Meat and
Part-time Male Clerk Produce

H. In the process of a layoff affecting meat cutters and apprentice meat cutters, the junior meat cutter shall displace, within a mutually agreed upon geographical area, the apprentice meat cutter with the greatest amount of service as an apprentice meat cutter, if any. The apprentice meat cutter with the greatest amount of service as an apprentice meat cutter shall displace, within a mutually agreed upon geographical area, the apprentice meat cutter with the least amount of service as an apprentice meat cutter, if any. The apprentice meat cutter with the least amount of service as an apprentice meat cutter shall displace, within a mutually agreed upon geographical area, the junior full-time male clerk (meat and produce). However, a meat cutter, hired as a meat cutter, and with twenty-four (24) months or less service as a meat cutter is junior to an apprentice meat cutter having twenty-four (24) months or more total full-time service with the Company.

ARTICLE XXIV (Continued)

Seniority (continued)

Section 1 - Layoffs (continued)

- I. Full-time employees, laid off because of lack of work where no other full-time work in the same job classification is available within the area, shall be offered part-time work if part-time work is available within the same job classification even if this means replacing a part-time employee.
- J. Full-time employees will be given one week's notice or one week's pay in lieu of notice in lay-offs due to lack of work.
- K. No seniority employee will be laid off for lack of work except at the end of his scheduled week. (This covers both full and part-time employees.)
- L. Part-time employees employed thirty-one days or more and who are laid off for lack of work shall have seniority rights within the store.

Section 2 - Recall (except as stipulated for certain employees covered by the terms of the Security Article XXV of this Agreement)

- A. In recall, the last full-time employee laid off within a classification shall be the first full-time employee to be recalled within such classification and within a mutually agreed upon geographical area.
- B. The rights described above in Paragraph A shall not exceed a period of six (6) months for full-time employees.
- C. An employee, reinstated under the provisions of Paragraphs A and B above, shall not lose any continuity of service relative to seniority, rates of pay, vacation credits, Accident and Health Insurance, Group Life Insurance and Pension credits in accordance with the terms and provisions of the insurance programs.

ARTICLE XXIV (Continued)

Seniority (continued)

Section 2 - Recall (continued)

- D. Irrespective of whether the full-time employee accepts part-time work or not, his name will be placed in a pool for recall. Such recall will be governed by the provisions of A and B of this section, concerning the subject of recall.
- E. (1) Part-time employees employed thirty-one (31) days but less than six (6) months, and who are laid off because of lack of work, shall have ninety (90) day recall rights within the store.
- (2) Part-time employees employed six (6) months or more, and who are laid off because of lack of work, shall have ninety (90) day recall rights within the superintendent's area.

Section 3 - Promotions

- A. Respecting promotions, the qualifications and ability of the employee shall be considered in conjunction with seniority standing. The Company agrees to make a sincere effort to train in advance senior employees to fill future, higher-rated classifications. Final determination on promotion shall rest with management which shall be the sole judge of qualifications, giving consideration to seniority and this determination shall not be subject to arbitration.
- B. Preference for appointment to Apprentice Meat Cutter shall be given to male clerks with three (3) or more years service. ✓
- C. When a full-time clerk is needed, preference shall be given to any part-time employee provided he is available and qualified for full-time work and provided there is no one in a pool for recall or employed in "pro-rata" status as described in the Security Article XXV of this Agreement.
- D. Full-time employees will be given preference for advancement to better paying jobs.

ARTICLE XXIV (Continued)

Seniority (continued)

Section 4 - Miscellaneous

- A. Employees (full-time and part-time) inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.
- B. The Company will notify the respective Local Union Office of all full or part-time employees who are terminated for any reason and explain the reason for such termination.
- C. Any discharged employee, full or part-time, who is reinstated through the Grievance or Arbitration procedure under this Agreement shall have his seniority status made whole upon his return to work.
- D. Managers of closed-out stores shall be given consideration as managers in any opening that may occur.
- E. Demoted Managers - Managers who are demoted shall be treated in accordance with the following stipulations:
 - (a) If he has been a manager for less than one year, he shall return to his previous classification and receive his former rate of pay plus any increases he would have received had he not been made a manager.
 - (b) If he has been a manager for more than one year, he shall receive the classification rate in his new classification.
 - (c) If the demotion is due to a serviceman returning to work, the employee so demoted shall receive his former rate of pay plus any increases he would have received had he not been made a manager.

ARTICLE XXIV (Continued)

Seniority (continued)

Section 4 - Miscellaneous (continued)

F. The Company shall furnish, yearly, each Local Union with an up-to-date seniority roster of the employees for the Local's mutually agreed upon area, showing the employee's name, classification, and seniority date. The Union will be notified of any changes affecting the roster.

G. An employee's seniority terminates for any of the following reasons:

1. The employee resigns.
2. The employee is discharged for cause.
3. As provided for under the terms of the Leave of Absence Article hereof.
4. The employee does not return as provided for under Section 2 hereof.
5. The employee does not report for work within three (3) days upon receiving notice of recall.

H. (1) The Company will schedule the most available part-time hours on a weekly basis within the store and within the classifications to the senior part-time employees.

- (2) Employees referred to in Article XXV (Security) Section 2 (a) shall have super-seniority over regular part-time employees.

ARTICLE XXV

SECURITY

Applies only to those Employees having regular full-time status as of August 8, 1964.

1. In the event of a reduction in hours of work or lay off because of lack of work, such regular full-time employee may bump the junior full-time employee in his classification within a mutually agreed upon geographical area.

ARTICLE XXV (Continued)

Security (continued)

2. This junior full-time employee may -

- (a) Either work * "within the framework of part-time hours," as a full-timer, with pro rata consideration of what a regular full-timer receives, or
- (b) Accept lay off status with six (6) months recall rights.

Note: The employees referred to in (a) and (b) above shall be recalled to regular full-time employment in accordance with their seniority rights.

3. To avoid lay off or reduction in hours, the Company wherever possible will continue its present practice of having a full-time employee work in more than one store.

4. "Pro rata consideration of what a regular full-timer receives" applies to wages, vacations, holiday, Life Insurance coverage, Pension credits and Weekly Indemnity payments. Hospitalization, Surgical, Accidental Death and Dismemberment benefits will obtain exactly as if the reduced employee were working full-time.

5. It should be noted that this special status outlined in the foregoing paragraph is for the life of this agreement, and if the reduced employee refuses regular full-time work he shall have no further rights to those indicated benefits in the preceding paragraph, if he chooses to work as a part-time employee.

* See Article XXIX, Section 3, of this Agreement

ARTICLE XXV (Continued)

Security (continued)

6. If the junior full-time employee prefers lay off to working part-time hours, he shall have six (6) months recall rights in accordance with his seniority and shall be provided benefit coverage as follows:

<u>A & H Insurance</u>	<u>Period of coverage</u>
Weekly Indemnity	None.
Hospitalization, Surgical, Accidental Death and Dismemberment	Sixty (60) days or final termination of employ- ment, whichever occurs first.
<u>Life Insurance</u>	Six (6) months or final termination of employment whichever occurs first.
<u>Pension</u>	No earned credits during lay off. Reinstated im- mediately upon recall to full-time work if this occurs within the six (6) month period.

7. When a regular full-time job is vacated for any of the following reasons - death, discharge for cause, retirement, and voluntary termination, the job so vacated will be offered the employee identified in this Article.

ARTICLE XXVI

REPLACEMENT

When a regular full-time job is vacated for any of the following reasons: death, discharge for cause, retirement, and voluntary termination, the job so vacated will be offered to a part-timer who has been previously laid off in that classification, and if no such part-timer is available, the job will be filled by another part-timer or with a new employee.

ARTICLE XXVII

STEWARDS

Section 1

The Union shall have the right to have a Steward in each of the Company stores covered by this Agreement.

Section 2

Stewards shall be full-time employees of the Company.

Section 3

In addition to their seniority rights as regular employees, Stewards shall have top seniority in lay-offs due to lack of work within their respective store and classification.

Section 4

No Steward shall be transferred unless such transfer is mutually agreed upon between the Company and the Union.

Section 5

The Union shall supply the Company with a list of Stewards and store locations.

Section 6

The Steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violations. Methods of handling such violations of this Agreement are the Steward shall report the violation to the Department Manager or to the Union Representative.

Section 7

The Steward shall not in any way interfere with the manager in his operation of the store.

ARTICLE XXVIII

GRIEVANCES AND ARBITRATION

Section 1

Grievance Procedure:

In the event that a problem should arise, the employee may take up this problem with Store Supervision, Department Manager, Union Business Representative or Steward for adjustment.

If the employee feels that this problem has not been solved to his satisfaction and he desires to make this a grievance, the grievance shall be dealt with in the following manner:

First Step - The employee may report his grievance to the Steward or Union Business Representative who will meet with the Department Manager or Store Supervision to adjust the grievance. In the event of the Steward handling the grievance, the final settlement of the grievance shall be first approved by the Business Representative.

Second Step - If the grievance is not settled, the Union Business Representative shall meet with the Company's Store Supervision and attempt to settle the grievance.

Third Step - If the grievance is not settled, the grievance shall be referred, in writing, to the Company's Industrial Relations Department. The Industrial Relations Department shall discuss the grievance with the Union Business Representative and endeavor to settle the grievance. In the event the grievance is not settled in the third step, it may be submitted to arbitration.

Note: Controversies involving the suspension or discharge of any employee shall be called to the attention of the Company Industrial Relations Department, in writing, within fourteen (14) days after the event, or shall otherwise be treated as waived and the matter closed to further consideration.

ARTICLE XXVIII (Continued)

Grievances and Arbitration (continued)

Section 2

Arbitration Procedure

In the event that the Company and the Union are unable to adjust or settle any dispute or grievance concerning the terms and provisions of this Agreement, after making a reasonable effort to do so, then the dispute or grievance may be submitted to arbitration. If the grievance is referred to arbitration, it must be done in writing and all interested parties must be notified within seven (7) days after the final decision has been given under the third step of the grievance procedure or the grievance shall otherwise be treated as waived and the matter closed to further consideration.

It is agreed by both the Union and the Company that the following Local Unions shall use either the American Arbitration Association or the Federal Board of Mediation and Conciliation or the respective State Board of Conciliation and Arbitration as follows:

American Arbitration Association

Local 314 Local 385

State Board of Conciliation and Arbitration

Local 2 Local 371
Local 33 Local 592
Local 328 (Massachusetts and Connecticut)

Federal Board of Mediation and Conciliation

Local 328 (Rhode Island)

The decision of the Arbitrator or Arbitration Board shall be final and binding upon all parties, and all parties agree to abide and comply with such decision. The Arbitrator or Arbitration Board shall have no authority or power to add to, detract from, or alter in any way the provisions of this Agreement or any subsequent amendments thereof.

The expense of arbitration shall be borne equally by the Union and the Company.

ARTICLE XXIX

HOURS

Section 1

Hours and conditions of work pertaining to hours for full-time employees with the exception of managers.

A - Work Week

- (1) The work week for all full-time employees shall be:
 - (a) Regular Straight Time Hours - 40 hour - 5 day week:
4 days - 8 hours between 7:00 a. m. and 6:00 p. m.
1 day - 8 hours worked back from 9:00 p. m.
 - (b) Holiday Straight Time Hours - 32 hour - 4 day week:
3 days - 8 hours between 7:00 a. m. and 6:00 p. m.
1 day - 8 hours worked back from 9:00 p. m.
- (2) However, during a holiday week, full-time employees may work 40 hours, 5 days, if they so desire.
 - (a) In the event an employee desires to work 40 hours, 5 days in a holiday week and when a store is open on the holiday, the Company shall designate whether the employee shall be assigned to work, as his fifth day, the holiday or his day off.
- (3) Working hours for employees shall be consecutive within any one working day.

B - Overtime

- (1) Hours worked by full-time employees in excess of forty (40) hours shall be compensated for at the hourly rate of one and one-half times their regular rate for said excess hours. Full-time employees shall be compensated at the rate of one and one-half times their regular hourly rate of pay for all hours worked:
 - (a) In excess of eight (8) hours per day, and
 - (b) Before 7:00 a. m. and after 6:00 p. m. except for one day

ARTICLE XXIX (Continued)

Hours (continued)

Section 1 (continued)

B - Overtime (continued)

(b)(continued)

within the work week when it shall be paid after 9:00 p. m.

Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

(2) No overtime shall be worked or paid for unless authorized by Field Store Supervision.

(3) No employee shall be compelled to accept overtime.

C - Meal Periods

(1) The lunch period for all employees who work during the full day, except as provided for in the next paragraph, shall be one hour between 11:30 a. m. and 2:30 p. m.

(2) When an employee works eight (8) hours back from 9:00 p. m. as his or her late evening, the meal period shall be one-half (1/2) hour, or three-quarters (3/4) of an hour for certain employees as required by law, between the hours of 5:00 p. m. and 7:00 p. m.

(3) Any employee when requested to work more than one late night per week, shall receive, for such additional nights, one-half (1/2) hour for supper before 6:00 p. m.

Section 2

Hours and conditions of work pertaining to Managers

A. Work week

(1) The work week for Managers shall be:

(a) Regular Week - 43 hours, 5 days, 1 late night

2 days - 8 hours between 7:00 a. m. and 6:00 p. m.

2 days - 9 hours between 7:00 a. m. and 6:00 p. m.

1 day - 9 hours worked back from 9:00 p. m.

ARTICLE XXIX (Continued)

Section 2 -(Continued)

A. Work week (continued) (1) continued

(b) Holiday week - 35 hours - 4 days, 1 late night

1 day - 8 hours between 7:00 a.m. and 6:00 p.m.

2 days - 9 hours between 7:00 a.m. and 6:00 p.m.

1 day - 9 hours worked back from 9:00 p.m.

(2) However, during a holiday week, Managers may work 43 hours, 5 days, if they so desire.

(a) In the event a manager desires to work 43 hours, 5 days in a holiday week and when the store is open on the holiday, the Company shall designate whether the manager shall be assigned to work, as his fifth day, the holiday or his day off.

(3) Working hours for Managers shall be consecutive within any one working day.

B. Overtime

Overtime for Managers for hours worked before and after the hours as set forth above in subsection A, (1), paragraphs (a) and (b) shall be compensated for at the hourly rate of one and one-half times their regular rate for said excess hours on a daily or weekly basis, whichever, is greater, but not both.

Section 3

Hours of work for Part-time Employees

A. The hours of work determining the status of a part-time employee shall be thirty (30) hours per week or less.

B. When a part-time employee is requested to report for work and upon reporting finds no work available, he shall receive payment for those hours he is normally scheduled to work on the particular day.

ARTICLE XXIX (Continued)

Section 3 - (continued)

Hours of work for Part-time Employees (continued)

- C. A part-time employee shall not work more than 5 days in any one week
- D. Part-time employees shall not be employed on a regular basis for less than 15 hours within a regular week. These hours shall be worked between 7:00 a.m. and 6:00 p.m. except for 3 hours which may be schedule back from 9:00 p.m.
- E. Part-time employees, if scheduled to work, shall not be employed for less than 12 hours within a holiday week. These hours shall be worked between 7:00 a.m. and 6:00 p.m. except for 3 hours which may be scheduled back from 9:00 p.m.

Section 4 - Premium Pay for Sundays and Holidays

- A. When employees (including managers and part-timers) are requested by the Company to work on a Sunday, or on any of the "Major Holidays" listed under Article VII, Section 1, of this Agreement, they shall receive double their regular rate of pay for hours worked but such hours worked shall not be counted as hours worked towards figuring weekly overtime.
- B. When employees (including managers and part-timers) are requested by the Company to work on any of the starred holidays listed under Article VII, Section 1 of this Agreement, they shall receive time and one-half their regular rate of pay for hours worked but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

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WAGES

Section 1 - Full-time Female Checkers and Wrappers - 40 hour - 5 day week

Section 2 - Female Cashiers *

40 hour - 5 day week

Section 3 - Part-time Female Checkers and Wrappers - (rate per hour)Section 4 - Full-time Male Clerks

40 hour - 5 day week

Section 5 - Part-time Male Clerks

(rate per hour)

Note: When part-time employees are requested by the Company to work more than one late night per week, they shall receive for such additional late night hours a 15% premium above their regular hourly rate of pay.

41.

ARTICLE XXX (Continued)

<u>Wages (continued)</u>	<u>8/10/64</u>	<u>5/10/65</u>	<u>2/14/66</u>
<u>Section 6 - Head Grocery Clerks **</u>			
<u>40 hour - 5 day week</u>			
In Grocery Department of Self-Service Combination Stores where the volume is:			
\$ 8,000 up to \$20,000 per week	\$112.00	117.00	122.00
\$20,000 or more per week	117.00	122.00	127.00
<u>Section 7 - Assistant Head Grocery Clerks **</u>			
<u>40 hour - 5 day week</u>			
In Grocery Department of Self-Service Combination Stores where the volume is:			
(a) \$ 8,000 up to \$20,000 per week - 1 Assistant			
(b) \$20,000 or more per week - 2 Assistants			
<u>Section 8 - Meat Cutters - 40 hour - 5 day week</u>			
<u>(a) All Divisions except Hartford Division</u>			
Meat Cutter **	123.00	128.00	133.00
Head Meat Cutter ** in Stores where the Meat Department's volume is:			
\$10,000 or more per week	126.00	131.00	136.00
\$15,000 or more per week	129.50	134.50	139.50
The Company agrees that no Meat Market shall be without a \$123.00 Meat Cutter effective 8/10/64, a \$128.00 Meat Cutter, effective 5/10/65 and a \$133.00 Meat Cutter effective 2/14/66			
<u>(b) Hartford Division only</u>			
Meat Cutter **	123.00	128.00	133.00
Breakdown Cutter **	126.00	131.00	136.00
Head Meat Cutter ** in Stores where the Meat Department's volume is:			
\$15,000 or more per week	129.50	134.50	139.50
The Company agrees that no Meat Market shall be without a \$126.00 Breakdown Cutter, effective 8/10/64, a \$131.00 Breakdown Cutter, effective 5/10/65 and a \$136.00 Breakdown Cutter, effective 2/14/66			
<u>Section 9 - Apprentice Meat Cutter **</u>			
<u>40 hour 5 day week</u>			
<u>Progression Scale:</u>			
First 4 months	95.00	100.00	105.00
After 4 months	99.00	104.00	109.00
After 8 months	103.00	108.00	113.00
After 12 months	107.00	112.00	117.00
After 16 months	111.00	116.00	121.00
After 20 months	115.00	120.00	125.00
After 24 months	123.00	128.00	133.00

* By Appointment Only

** See Section 16 of this Article

ARTICLE XXX (Continued)

Wages (continued)

Section 9 - Apprentice Meat Cutter ** (continued)

- (a) There shall not be more than one apprentice in each store
- (b) The Company and the Union shall review the number of and activity of the apprentice meat cutters so that apprentices shall have an opportunity to progress in all phases of the meat business.
- (c) An employee promoted to apprentice cutter shall maintain his rate or receive the starting rate listed in the apprentice schedule, whichever is the higher. If his rate is higher than the starting rate of the apprentice schedule, he shall receive his next increase in pay after having served the required period of time in accordance with the apprentice progression scale herein.

	<u>8/10/64</u>	<u>5/10/65</u>	<u>2/14/66</u>
<u>Section 10 - Part-time Meat Cutters</u>	3.075 hr.	3.20 hr.	3.325 hr.

<u>Section 11 - Part-time Experienced Counter Salesmen</u>	2.50 hr.	2.60 hr.	2.70 hr.
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Section 12 - Head Produce Men **
40 hour - 5 day week

Head Produce Men in departments doing:

\$500 up to \$1,000 business per week	110.00	115.00	120.00
\$1,000 up to \$2,000 business per week	112.00	117.00	122.00
\$2,000 up to \$3,000 business per week	117.00	122.00	127.00
\$3,000 up to \$4,000 business per week	121.00	126.00	131.00
\$4,000 up to \$6,000 business per week	127.00	132.00	137.00
\$6,000 or more business per week	130.00	135.00	140.00

Assistant Head Clerks in Produce Department ** where the Produce Department's volume is over \$5,000 per week	110.00	115.00	120.00
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Section 13 - Managers ** -43 hour-5 day week

(a) Dry Self Service Stores

Managers doing in their respective departments:

Less than \$3,500 business per week	128.00	133.00	138.00
Between \$3,500 and \$5,000 business per week	134.00	139.00	144.00
\$5,000 or more business per week	136.00	141.00	146.00

(b) Combination Self Service Stores

Managers doing in their respective departments:

Less than \$5,000 business per week	144.00	149.00	154.00
Between \$5,000 and \$10,000 business per week	149.00	154.00	159.00
Between \$10,000 and \$15,000 business per week	158.00	163.00	168.00
Between \$15,000 and \$20,000 business per week	168.00	173.00	178.00
Between \$20,000 and \$30,000 business per week	174.00	179.00	184.00
\$30,000 or more business per week	181.00	186.00	191.00

* By Appointment Only

** See Section 16 of this Article

ARTICLE XXX (continued)

Wages (continued)

Section 14 - Fish Cutter ** -40 hour -5day week 8/10/64 5/10/65 2/14/66

In stores having a Service Fish Department where the total store volume is \$50,000 or more per week the Company will appoint a Fish Cutter who shall receive:

122.00 127.00 132.00

Section 15 -Delicatessen Man ** 40 hour-5 day week

In stores having a Service Delicatessen Department the Company shall appoint a Delicatessen Man who shall receive:

111.00 116.00 121.00

Section 16 - General Wage Increase

(a) Effective August 10, 1964, the following weekly and hourly general wage increase shall be put into effect prior to the application of the new minimums established under this Article for those employees in the employ of the Company prior to August 9, 1964.

- | | |
|--|-----------------|
| (1) Managers and classified employees as shown by double asterisks above | \$5.00 per week |
| (2) Full-time male and female employees | \$4.00 per week |
| (3) Part-time Meat Cutters | .125¢ per hr. |
| (4) Part-time male and female clerks | .10¢ per hr. |

(b) Effective May 10, 1965, the following weekly and hourly general wage increase shall be put into effect prior to the application of the new minimums established under this Article for those employees in the employ of the Company prior to May 9, 1965.

- | | |
|--|-----------------|
| (1) Managers and classified employees as shown by double asterisks above | \$5.00 per week |
| (2) Full-time male and female employees | \$4.00 per week |
| (3) Part-time Meat Cutters | .125¢ per hr. |
| (4) Part-time male and female clerks | .10¢ per hr. |

(c) Effective February 14, 1966, the following weekly and hourly general wage increase shall be put into effect prior to the application of the new minimums established under this Article for those employees in the employ of the Company prior to February 13, 1966.

- | | |
|--|-----------------|
| (1) Managers and classified employees as shown by double asterisks above | \$5.00 per week |
| (2) Full-time male and female employees | \$4.00 per week |
| (3) Part-time Meat Cutters | .125¢ per hr. |
| (4) Part-time male and female clerks | .10¢ per hr. |

* By Appointment Only

** See Section 16 of this Article

ARTICLE XXXI

MISCELLANEOUS WAGE CONDITIONS

Section 1 - Substitute Managers

- (a) An employee who substitutes for a manager for a day or more, but less than a manager's full work week of 43 hours, 5 days, shall receive \$3.00 additional pay per day for each full day that he substitutes for a manager.
- (b) An employee who substitutes for a manager for a manager's full work week of 43 hours, 5 days, shall receive either (1) - \$15.00 above his regular five day week's base pay, plus 1/10th of the sum of his base pay and the \$15.00 or (2) - the minimum rate for the volume the department does the week the employee substitutes for the manager, whichever is the lesser. The foregoing shall be paid for a period not to exceed four consecutive weeks.
- (c) When an employee is a substitute manager for more than four consecutive weeks, his rate, each week after the first four consecutive weeks, shall be the minimum rate for the volume the department does the week the employee substitutes for the manager.

Section 2

Wherever an automatic step-up scale of minimum rates based on months or years of service is defined in this Agreement, the service criterion is meant to be continuous service with the Company.

Section 3

When a step-rate increase is due an employee, it shall be paid as of the Monday of the week in which the employee's anniversary date occurs.

Section 4

- (a) Whenever the Company finds it necessary because of economic reasons to place a full-time employee on part-time work, the hourly rate of pay in such instances shall be pro-rated according to the employee's full-time rate of pay.

ARTICLE XXXI (Continued)

Miscellaneous Wage Conditions (continued)

Section 4 (continued)

- (b) The rate of pay of a part-time employee who returns to part-time work after having worked temporarily as a full-time employee, shall then be the hourly rate of pay in accordance with Article XXX, Section 3 and 5 of this Agreement, or his former part-time rate, whichever is higher.

Section 5

Part-time employees promoted to a full-time position shall receive past service credit toward their new full-time rate of pay in the following manner:

- (a) If they have accumulated six (6) months up to two (2) years of continuous service, whether it be part-or full-time service, or a combination of both, they shall receive six (6) months service credit in determining their full-time rate of pay.
- (b) If they have accumulated two (2) years or more of continuous service, whether it be part or full-time service, or a combination of both, they shall receive one (1) year's service credit in determining their full-time rate of pay.
- (c) A part-time employee transferred to full-time employment, shall receive his or her part-time hourly rate or the appropriate full-time rate, whichever is higher, but no higher than the three-year minimum progression full-time rate.

Section 6

There shall be no reduction of wages now paid by reason of the signing of this Agreement except where employees are demoted from one classification to another.

Section 7

New appointments to Head Meat Cutter, Head Clerk, Assistand Head Clerks in Grocery and Produce Departments, Fish Cutter and Female Cashier will be determined by the following method:

ARTICLE XXXI (Continued)

Miscellaneous Wage Conditions (continued)

Section 7 (continued)

- (a) The average volume of a department over a period not to exceed thirteen (13) weeks, shall be used to establish appointments to above classifications. Newly opened stores for a period of 30 days and seasonal stores shall be exempt from this section.
- (b) Such appointments shall be made not later than the fourteenth (14th) week but may be made sooner.
- (c) Where a new store is opening and the volume can be predetermined, appointments should be made sooner than fourteen (14) weeks or even before the store opens.
- (d) It is possible to have an employee earning a classification rate in a department that does not warrant it. In such instances, the employee shall maintain his permanent rate.
- (e) One exception to above rules - Temporary appointments may be made in seasonal stores as before only for Head Meat Cutters and Head Clerks and only by discussion between the Company and the Union.
- (f) Job replacements. It was agreed that when an employee in the above classifications is absent, no temporary replacements will be made.

Section 8

A. Volume adjustments and new base rates covering Combination Self-Service Managers, Dry Self-Service Managers and Head Clerks.

(1) Established Store:

- (a) The volume review period shall be comprised of twelve (12) months, January 1 to January 1.
- (b) If the average annual volume of a department warrants a higher base rate for the Grocery or Meat Manager and the Grocery Head Clerk who are employed in the department as of January 1, the new rate will become a permanent base rate effective as of January 1.

ARTICLE XXXI - (Continued)

Miscellaneous Wage Conditions (continued)

Section 8 A (continued)

(2) New Store:

- (a) The volume review period shall be comprised of the twelve (12) months immediately preceding the first anniversary date of the store opening.
- (b) If the average volume of a department for the twelve (12) months immediately following the store opening warrants a higher base rate for the Grocery or Meat Manager and the Grocery Head Clerk who are employed in the department as of the first anniversary date, the new rate will become a permanent base rate effective as of the first anniversary date.

- (3) Permanent base rates for Managers and Head Clerks shall be established at no time during a year other than provided for in paragraphs (1) and (2) above. However, throughout the year, weekly rate adjustments, up or down, to the established permanent base rates of Managers and Head Clerks will be made in departments where the weekly volume occasionally exceeds that volume upon which Managers' and Head Clerks' permanent base rates were established.

B. Volume adjustments covering Produce Heads.

- (1) Produce Heads will receive adjustments to minimum rates up or down the volume scale each week according to the volume fluctuations of each week. In no case, however, shall they receive less than their established permanent rate.
- (2) The permanent rate of a Produce Head never changes due to a volume average as it does for Managers and Head Clerks. It changes only when increases are applied to the permanent rate as a result of contract negotiations.
- (3) Replacements in this classification shall receive the base rate, plus the volume adjustment of the department, if any.

ARTICLE XXXII

MISCELLANEOUS WORK CONDITIONS

Section 1

A schedule, in ink, designating employee's hours of work for the following week shall be posted in each store by Friday night of the preceding week. This schedule is subject to change to meet emergencies.

Section 2

It is agreed that regular full-time employees who, because of lack of work, have been reduced temporarily to part time work and are presently working more than thirty (30) hours per week shall not now be reduced to thirty (30) hours or less. The provision in the contract covering the part time hourly limit shall not apply to employees in this category.

Section 3

If there are eight (8) hours of work available on Mondays, Tuesdays, and Wednesdays the Company shall not employ part-timers in the morning and part-timers in the afternoon to share such eight (8) hours of work on such days, within the appropriate classifications.

Section 4

A temporary full-time employee is one who is either transferred from part-time work or an employee who is hired to work full-time under the following circumstances:

- (a) Vacation replacement
- (b) Store openings (four (4) weeks)
- (c) Store promotions (four (4) weeks)
- (d) Seasonal situations
- (e) Replacing full-time employees who are absent.

Section 5 - New Equipment

The Company will notify the Union before introducing any new type of production equipment or before setting up a new department or before establishing a new classification not presently listed within this Agreement.

ARTICLE XXXII (Continued)

Miscellaneous Work Conditions (continued)

Section 6 - Female Work Requirements

A female employee shall not be required to perform heavy manual labor. She shall not be required to climb ladders, wash walls, or lift objects weighing in excess of limits established by State law.

Section 7 - Cashing of Checks

In the cashing of checks, the Company expects its Store Managers and other designated personnel to use due caution in this regard, in that the simple rules that are generally known by all Store Personnel, particularly Managers, shall be observed.

In the event that in the opinion of the Company these simple rules have not been followed, and where the Company may seek to recover payment of bad checks, before this will be done the Union will be so notified and a Business Representative of the Union will be asked to be present before such request is made.

Section 8 - Polygraph

The Company agrees that it will not request or require an employee to take a lie-detector test.

Section 9 - Outside Salesmen

No outside salesmen will be permitted to work in the Company's stores except cracker and biscuit salesmen. When a cracker and/or a biscuit salesman works in a Company store, he shall be accompanied by, or assisted by, an employee who is covered herein.

ARTICLE XXXIII
VALIDITY

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, state, or federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXXIV

DURATION OF AGREEMENT

This Agreement between the Company and the Union shall become effective on August 10, 1964, and shall continue in full force and effect until midnight November 12, 1966, and shall be continued for an additional year unless sixty (60) days prior to November 12, 1966, either the Union or the Company gives written notice by registered mail to the other that it desires to amend or terminate this Agreement. Such written notice shall contain a draft of any proposed new agreement or amendments. During the negotiations of such proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Company and the Union have hereunto caused this Agreement to be signed, sealed, and delivered in their names by their authorized agents the 10th day of December 1964.

AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF
NORTH AMERICA, A. F. L. - C. I. O.

FIRST NATIONAL STORES INC.

_____ Local 2

_____ Local 33

_____ Local 314

_____ Local 323

_____ Local 371

_____ Local 385

_____ Local 592

APR 12 1965

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D.C.
March 5, 1965First National Stores, Incorporated
Five Middlesex Avenue
Somerville, Massachusetts

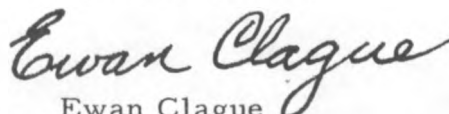
Dear Sir:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,



Ewan Clague
Commissioner of Labor Statistics

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
First National Stores, Inc.	Amalgamated Meat Cutters Local #'s 33, 2, 314, 328, 371, 385 & 592	12,000.00